

**Prepared by and Return to:**  
Todd R. Briggs  
Briggs Law Office, PSC  
17300 Polo Fields Lane  
Louisville, KY 40245

(reserved for recording data)

Cell Site Number: 290P0288  
Cell Site Name: MEM Cedarview  
Fixed Asset Number: 10127218

### **EASEMENT AGREEMENT**

This Easement Agreement is made as of the 13<sup>th</sup> day of January, 2009, by and between Chester A. Carter and his wife Chestine C. Carter ("Grantor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, ("Grantee"), which parties, for and in consideration the mutual agreements and undertakings herein contained, receipt and sufficiency of which valuable consideration is hereby acknowledged, do hereby agree to be bound as follows:

1. **RECITAL.** Grantor is the owner of that certain parcel of land located in DeSoto County, Mississippi, of record in Deed Book 58, Page 202, Chancery's Office for DeSoto County, Mississippi, and being known as parcels number 2-06-5-15-022.00 and 2-06-5-15-013.00 (the "Grantor's Property"). Grantee is the Tenant under a certain Option and Lease Agreement with Chester Carter and his wife Chestine Cook Carter as the Landlord dated July 29, 2008 for property in DeSoto County, Mississippi (the "Lease"). As a necessary condition of Grantee securing zoning approval, Grantor is agreeing to provide to Grantee the rights as set forth in this Agreement.

2. **CONSIDERATION.** For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the following grants, representations, agreements and restrictions are made and declared.

3. **GRANT OF EASEMENT.** Grantor hereby grants and conveys to Grantee, its successors and assigns, an Easement (the "Easement") for the right of access, for ingress and egress, and for the provision and extension of utility services, to and through the Grantor's Property, as more fully described in Exhibit A, attached hereto and incorporated herein, to the areas as leased by Grantee under the Lease. Grantor shall have the mutual right to use of the Easement. Grantee, together with Grantee's successors, sublessees, assigns, contractors, agents and representatives, may use the Easement for purposes of accessing, installing, constructing, maintaining, repairing, operating, altering, inspecting, replacing, removing, modifying, substituting, expanding, and relocating a communications service system on the areas as leased by Grantee under the Lease. Grantee will have such access twenty-four hours per day, seven days per week. Included within the Easement is the limited and incidental right to access Grantor's adjoining property for construction and service by the Grantee, provided, however, that Grantee shall fully restore any damage occurring from such incidental use.

Kathy Kelly - Jacobs  
1000 Reed Lane  
Simpsonville KY 40067

4. **TERM.** The Easement as herein granted herein shall continue for the term of the Lease, and any extensions, options, renewals, replacements or revisions of the Lease (the "Term"). The initial term of the Lease is five years from the Commencement Date as defined therein, and there are options to extend the term for four additional consecutive five year periods, as well as the right of the parties to further extend by agreement. The Easement shall be continuous and irrevocable, and shall run with the land and be binding upon Grantor, and Grantor's successors and assigns, during the entire Term. Upon the end of the Term, the Grantee agrees to execute such documents as the Grantor may reasonably request to confirm the termination. Grantee shall have the right to terminate the Easement upon ninety days written notice to the Grantor at any time after five years from the date of this Agreement.

5. **NO PUBLIC USE DEDICATION.** Nothing contained in this Agreement will be deemed to be a dedication of any portion of the Easement to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes set forth herein.

6. **INDEMNITY.** Grantee shall indemnify and hold Grantor harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Easement by Grantee or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the act or omissions of the Grantor or its employees or agents.

7. **NOTICES.** All notices required or permitted hereunder must be in writing and are effective only when deposited in the U. S. Mail, certified and postage prepaid, or when sent via overnight delivery to the following addresses (or such other address as the parties may designate and provide notice of in writing in accordance with the terms and provisions of this paragraph). Notice shall be deemed given upon receipt or upon refusal to accept delivery.

If to Grantee:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site 290P0288 Cell Site Name: MEM Cedarview  
Fixed Asset No: 10127218  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: 290P0288 Cell Site Name: MEM Cedarview  
Fixed Asset No.: 10127218  
1025 Lenox Park Blvd NE, 5<sup>th</sup> Floor  
Atlanta, GA 30319-5309

If to Grantor: Chester and Chestine Carter  
 3068 Hwy 35  
 Olive Branch, MS 38654

8. **ENTIRE AGREEMENT.** This Easement Agreement contains the entire agreement of the parties as to these matters, and any other discussions or writings are merged herein. This Agreement may only be amended by a writing signed by each of the parties, and shall not be amended orally, or by conduct, waiver or estoppel.

GRANTOR: Chester A. Carter

*Chester Carter*

GRANTOR: Chestine C. Carter

*Chestine C. Carter*

STATE OF MISSISSIPPI:  
 COUNTY OF DESOTO:

Personally appeared before me, a Notary Public in and for the above jurisdiction, the within named Chester A. Carter, with whom I am personally acquainted (or who was identified to me on the basis of satisfactory evidence), who after being first duly sworn, acknowledged that he was the within named bargainer, and that he executed the foregoing Easement Agreement for the purposes therein contained.

Witness my hand and seal, this the 13 day of January, 2008

NOTARY PUBLIC:

*[Signature]*

My Commission Expires



STATE OF MISSISSIPPI:  
 COUNTY OF DESOTO:

Personally appeared before me, a Notary Public in and for the above jurisdiction, the within named Chestine C. Carter, with whom I am personally acquainted (or who was identified to me on the basis of satisfactory evidence), who after being first duly sworn, acknowledged that she was the within named bargainer, and that she executed the foregoing Easement Agreement for the purposes therein contained.

Witness my hand and seal, this the 13 day of January, 2008

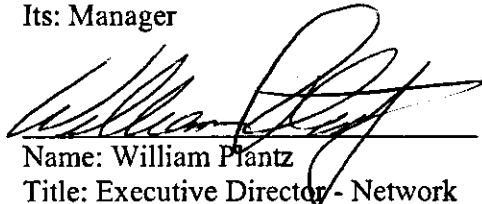
NOTARY PUBLIC:

*[Signature]*

My Commission Expires



GRANTEE: New Cingular Wireless PCS, LLC  
 a Delaware limited liability company  
 By: AT&T Mobility Corporation  
 Its: Manager

  
 Name: William Plantz  
 Title: Executive Director - Network

STATE OF TENNESSEE:  
 COUNTY OF WILLIAMSON:

Personally appeared before me, a Notary Public in and for the above jurisdiction, the within named William Plantz, with whom I am personally acquainted (or who was identified to me on the basis of satisfactory evidence), who after being first duly sworn, acknowledged that he is Executive Director-Network Operations of New Cingular Wireless PCS, LLC, a Delaware limited liability company, by AT&T Mobility Corporation, its Manager, the within named bargainor, and that in such capacity, he, being authorized so to do, executed the foregoing Easement Agreement for the purposes therein contained, on behalf of New Cingular Wireless PCS, LLC.

Witness my hand and seal, this the 19TH day of DECEMBER, 2008.

NOTARY PUBLIC: Erica L. Clanton My Commission Expires: MAY 8, 2012



My Commission Expires MAY 8, 2012

**EXHIBIT "A"****30' INGRESS/EGRESS & UTILITY EASEMENT (AS SURVEYED)**

A parcel of land being a portion of that certain tract of land as described in Book 58, Page 202 in the Chancery Clerk Office, DeSoto County, Mississippi lying in Section 15 and 22, Township 2 South, Range 6 West and being more particularly described as follows:

Commence at a concrete mounment with a 1/2" rebar on top found in place at the southeast corner of that certain tract of land as described in Book 58, Page 202 in the Chancery Clerk Office, DeSoto County, Mississippi, said 1/2" rebar also marking the northeast corner of Lot 5 of Cedarview Estates as recorded in Plat Book 17, Page 1 in said Office; thence N 46°28'15" W a distance of 100.53 feet to a 5/8" capped rebar set (SMW LS 02859); thence N 88°25'45" W a distance of 90.00 feet to the Point of Beginning of an Ingress/Egress and Utility Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence S 23°37'22" W a distance of 48.24 feet to a point; thence N 89°54'06" W a distance of 323.05 feet to a point; thence N 87°25'04" W a distance of 224.65 feet to a point; thence S 87°11'26" W a distance of 65.42 feet to a point; thence N 85°32'36" W a distance of 121.55 feet to a point; thence N 58°26'56" W a distance of 111.17 feet to a point; thence N 24°53'39" W a distance of 189.70 feet to a point; thence with a curve to the left having a radius of 20.00, an arc length of 25.86 feet, and a chord bearing c. N 61°56'26" W, and chord length of 24.10 feet; thence S 81°00'46" W a distance of 130.10 feet to a point; thence S 67°48'46" W a distance of 143.78 feet to a point; thence S 64°04'36" W a distance of 198.99 feet to a point; thence S 89°16'55" W a distance of 13.09 feet, more or less to right-of-way line of Mississippi Highway 305 and the Point of Ending. Said above described easement contains 1.10 acres, more or less.

Per survey by William H. Sommerville, III (MS Reg. No. 02859) of SMW Engineering Group, dated July, 07, 2008.

NW 1/4 of 22  
~~NW 1/4~~  
 SW 1/4 of 15